

THIS IS NOT AN ADVERTISEMENT



BID NO.: RQGS0500036

**OPENING: 2:00 P.M.
WEDNESDAY
, 2006**

MIAMI-DADE COUNTY, FLORIDA
I N V I T A T I O N
T O B I D

TITLE:

GASOLINE AND DIESEL FUELS FOR MIAMI-DADE COUNTY

THE FOLLOWING ARE REQUIREMENTS OF THIS BID, AS NOTED BELOW:

BID DEPOSIT AND PERFORMANCE BOND:	N/A
CATALOGUE AND LISTS:	N/A
CERTIFICATE OF COMPETENCY:	N/A
EQUIPMENT LIST:	N/A
INDEMNIFICATION/INSURANCE:	SEE SECTION 2.0, PARA. 2.11
LIVING WAGE:	N/A
PRE-BID CONFERENCE/WALK-THRU:	SEE SECTION 2.0, PARA. 2.3
MEASURES:	SEE SECTION 2.0, PARA. 2.2
SAMPLES/INFORMATION SHEETS:	N/A
SECTION 3 – MDHA:	N/A
SITE VISIT/AFFIDAVIT:	N/A
USER ACCESS PROGRAM:	SEE SECTION 2.0, PARA 2.21
WRITTEN WARRANTY:	N/A

FOR INFORMATION CONTACT:

Nazario Soto at 305-375-4424, or at nazario@miamidade.gov

IMPORTANT NOTICE TO BIDDERS:

**MIAMI-DADE COUNTY
DEPARTMENT OF PROCUREMENT MANAGEMENT
BIDS AND CONTRACTS DIVISION**

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL PREFERENCE ON
PAGE 30 OF SECTION 4, BID SUBMITTAL FORM SHALL RENDER THE VENDOR
INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 30 OF SECTION 4, BID SUBMITTAL FORM WILL RENDER
YOUR BID NON-RESPONSIVE**

THIS IS NOT AN ADVERTISEMENT

MIAMI-DADE COUNTY, FLORIDA

INVITATION TO BID

Bid Number:

Title: GASOLINE AND DIESEL FUELS FOR MIAMI-DADE COUNTY

Sr. Procurement Contracting Agent: Nazario Soto

Bids will be accepted until 2:00 p.m. on , 2005

Bids will be publicly opened. The County provides equal access and does not discriminate on the basis of disability in its programs or services. It is our policy to make all communication available to the public, including those who may be visually or hearing impaired. If you require information in a non-traditional format please call 305-375-5278.

Instructions: Each Bid submitted to the Department of Procurement Management shall have the following information clearly marked on the face of the envelope: the Bidders name, return address, Bid number, opening date of the Bid and the title of the Bid. Included in the envelope shall be an original and three copies of the Bid Submittal, plus attachments if applicable. Failure to comply with this requirement may result in your Bid not being considered for award.

All Bids must be submitted in a sealed envelope or container and will be opened promptly at the time indicated in this solicitation document. Any Bid received after the first Bid has been opened will be returned to the Bidder unopened. The County does not accept responsibility for delays, natural or otherwise.

**NOTICE TO ALL BIDDERS: FAILURE TO SIGN THE BID SUBMITTAL FORM
WILL RENDER YOUR BID NON-RESPONSIVE.**

**THE BID SUBMITTAL FORM CONTAINS IMPORTANT CERTIFICATIONS THAT
REQUIRE REVIEW AND COMPLETION BY ANY VENDOR RESPONDING TO THIS
SOLICITATION**

SECTION 1

GENERAL TERMS AND CONDITIONS

1.1. DEFINITIONS

Bid – shall refer to any offer(s) submitted in response to this solicitation.
Bidder – shall refer to anyone submitting a Bid in response to this solicitation.

Bid Solicitation – shall mean this solicitation documentation, including any and all addenda.

Bid Submittal Form – defines the requirement of items to be purchased, and must be completed and submitted with Bid. The Bidder should indicate its name in the appropriate space on each page.

County – shall refer to Miami-Dade County, Florida

DPM – shall refer to Miami-Dade County's Department of Procurement Management, Bids and Contracts Division.

Enrolled Vendor – EFFECTIVE JULY 8, 2002, shall refer to a firm that has completed the necessary documentation in order to receive Bid notifications from the County, but has not yet registered.

Registered Vendor – shall refer to a firm that has completed the Miami-Dade County Business Entity Registration Application and has satisfied all requirements to enter in to business agreements with the County.

For additional information about on-line vendor enrollment or vendor registration contact the Vendor Assistance Unit at 111 N.W. 1st Street, 13th Floor, Miami, FL 33128, Phone 305-375-5773. EFFECTIVE JULY 1, 2002, vendors will be able to enroll and register online by visiting our web site at <http://miamidade.gov> and click on "Business".

1.2. INSTRUCTIONS TO BIDDERS

A. Bidder Qualification

It is the policy of the County to encourage full and open competition among all available qualified vendors. All vendors regularly engaged in the type of work specified in the Bid Solicitation are encouraged to submit Bids. Vendors may enroll with the County to be included on a mailing list for selected categories of goods and services. To be eligible for award of a contract (including small purchase orders), Bidders must complete a "Miami-Dade County Business Entity Registration Application". Only Registered Vendors can be awarded County contracts. Vendors are encouraged to register with the County anytime by contacting the Vendor Information Center at 305-375-5287. The County endeavors to obtain the participation of all qualified minority and disadvantaged business enterprises. For information and to apply for certification, contact the Department of Business Development, at 111 N.W. 1st Street, 19th Floor, Miami, FL 33128-1844, or telephone at 305-375-3111. County employees wishing to do business with the County are referred to Section 2-11.1(d) of the Miami-Dade County Code.

B. Vendor Registration

To be recommended for award the County requires that vendors complete a Miami-Dade County Business Entity Registration Application with all required disclosure affidavits. The Miami-Dade County Business Entity Registration Application must be returned to the Department of Procurement Management (DPM), Bids and Contracts Division within Fourteen (14) days of notification of the intent to recommend for award. In the event the Miami-Dade County Business Entity Registration Application is not properly completed and returned within the specified time, the County may award to next lowest responsive Bidder. The Bidder is responsible for obtaining the Miami-Dade County Business Entity Registration Application and all affidavits by downloading from DPM's website at <http://miamidade.gov> and click on "Business" or from the Vendor Assistance Unit at 111 N.W. 1st Street, Miami, FL. In becoming a Registered Vendor with Miami-Dade County, the vendor confirms its knowledge of and commitment to comply with the following:

1. Disclosure of Employment – pursuant to Section 2-8.1(d) of the County Code.
2. Disclosure of Ownership Affidavit – pursuant to Section 2-8.1(d) of the County Code.
3. Drug-Free Affidavit – pursuant to Section 2-8.1.2(b) of the County Code.

4. W-9 and 8109 Forms – The vendor must furnish these forms as required by the Internal Revenue Service.
5. Social Security Number – The vendor must provide a copy of the primary owner's social security card if the social security number is being used in lieu of the Federal Identification Number (F.E.I.N.).
6. Americans with Disabilities Act (A.D.A.) Affidavit – It is the policy of the County to comply with all requirements of County Resolution R182-00 and the A.D.A.
7. Collection of Fees, Taxes and Parking Tickets Affidavit – pursuant to Section 2-8.1 (c) of the County Code.
8. Conflict of Interest and Code of Ethics – pursuant to Sections 2-8.1(i) and 2-11.1(b) (1) through (6) and (9) of the County Code and County Ordinance No. 00-1 amending Section 2-11.1(c) of the County Code.
9. Code of Business Ethics – pursuant to Section 2-8.1(i) of the County Code.
10. Debarment Disclosure Affidavit – pursuant to County Code 10-38.
11. Office of the Inspector General Pursuant to Section 2-1076 of the County Code.
12. Minority and Disadvantaged Business Enterprises. The County endeavors to obtain the participation of all minority and disadvantaged business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.
13. Individuals and Entities Doing Business with the County not current in their obligations to the County – pursuant to Sections 2-8.1 (h) and 2-11.1(b)(8) of the County Code.
14. Nondiscrimination pursuant to Section 2-8.1.5 of the County Code.
15. Family Leave - Pursuant to Section 11A-30 of the County Code.
16. Living Wage – Pursuant to Section 2-8.9 of the County Code.
17. Domestic Leave – Pursuant to Section 11A-60 of the County Code.
18. Antitrust Laws – By acceptance of any contract, the vendor agrees to comply with all antitrust laws of the United States and the State of Florida.

C. PUBLIC ENTITY CRIMES

To be eligible for award of a contract, firms wishing to do business with the County must comply with the following:

Pursuant to Section 287.133(2)(a) of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Bid on a contract to provide any goods or services to a public entity, may not submit a Bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit Bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

D. Request for Additional Information

1. Pursuant to Section 2-11.1(t) of the County Code, all Bid Solicitations, once advertised and until an award recommendation has been forwarded to the appropriate authority are under the "Cone of Silence". Any communication or inquiries, except for clarification of process or procedure already contained in the solicitation, are to be made in writing to the attention of the Procurement Agent identified on the front page of the solicitation. Such inquiries or request for information shall be submitted to the procurement agent in writing and shall contain the requester's name, address, and telephone number. If transmitted by facsimile, the request should also include a cover sheet with Bidder's facsimile number. The requestor must also file a copy of this written request with the Clerk of the Board, 111 NW 1st Street, 17th Floor, suite 202, Miami, Florida 33128-1983 or email clerkbcc@miamidade.gov.
2. The Department of Procurement Management may issue an addendum in response to any inquiry received, prior to Bid opening, which changes, adds to or clarifies the terms, provisions

SECTION 1

GENERAL TERMS AND CONDITIONS

- or requirements of the solicitation. The Bidder should not rely on any representation, statement or explanation whether written or verbal, other than those made in this Bid Solicitation document or in any addenda issued. Where there appears to be a conflict between this Bid Solicitation and any addenda, the last addendum issued shall prevail.
3. It is the Bidder's responsibility to ensure receipt of all addenda, and any accompanying documentation. The Bidder is required to submit with its Bid a signed "Acknowledgment of Addenda" form, when any addenda have been issued.
- E. Contents of Bid Solicitation and Bidders' Responsibilities**
1. It is the responsibility of the Bidder to become thoroughly familiar with the Bid requirements, terms and conditions of this solicitation. Pleas of ignorance by the Bidder of conditions that exist or that may exist will not be accepted as a basis for varying the requirements of the County, or the compensation to be paid to the Bidder.
 2. This solicitation is subject to all legal requirements contained in the applicable County Ordinances, Administrative Orders, and Resolutions, as well as all applicable State and Federal Statutes. Where conflict exists between this Bid Solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State and local.
 3. It is the responsibility of the Bidder/Proposer, prior to conducting any lobbying regarding this solicitation to file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder/Proposer. The Bidder/Proposer shall also file a form with the Clerk of the Board at the point in time at which a lobbyist is no longer authorized to represent said Bidder/ Proposer. Failure of a Bidder/Proposer to file the appropriate form required, in relation to each solicitation, may be considered as evidence that the Bidder/Proposer is not a responsible contractor.
- F. Change or Withdrawal of Bids**
1. Changes to Bid - Prior to the scheduled Bid opening a Bidder may change its Bid by submitting a new Bid, (as indicated on the cover page) with a letter in writing on the firms letterhead, signed by an authorized agent stating that the new submittal replaces the original submittal. The new submittal shall contain the letter and all information as required for submitting the original Bid. No changes to a Bid will be accepted after the Bid has been opened.
 2. Withdrawal of Bid - A Bid shall be irrevocable unless the Bid is withdrawn as provided herein. Only written a letter received by the DPM Bids and Contracts Division prior to the Bid opening date may withdraw a bid. A bid may also be withdrawn ninety (90) days after the Bid has been opened and prior to award, by submitting a letter to the contact person identified on the front cover of this Bid Solicitation. The withdrawal letter must be on company letterhead and signed by an authorized agent of the Bidder.
- G. Conflicts Within The Bid Solicitation**
- Where there appears to be a conflict between the General Terms and Conditions, Special Conditions, the Technical Specifications, the Bid Submittal Section, or any addendum issued, the order of precedence shall be: the last addendum issued, the Bid Submittal Section, the Technical Specifications, the Special Conditions, and then the General Terms and Conditions.
- H. Prompt Payment Terms**
1. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the County or the Public Health Trust shall be forty-five (45) days from receipt of a proper invoice. The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the County or the Public Health Trust, and not made within the time specified by this section, shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Manager, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or the Public Health Trust.
 2. The Bidder may offer cash discounts for prompt payments; however, such discounts will not be considered in determining the lowest price during bid evaluation. Bidders are requested to provide prompt payment terms in the space provided on the Bid submittal signature page of the solicitation.
- 1.3. PREPARATION OF BIDS**
- A. The Bid submittal form defines requirements of items to be purchased, and must be completed and submitted with the Bid. Use of any other form will result in the rejection of the Bidder's offer.
 - B. The Bid submittal form must be legible. Bidders shall use typewriter, computer or ink. All changes must be crossed out and initialed in ink. Failure to comply with these requirements may cause the Bid to be rejected.
 - C. An authorized agent of the Bidder's firm must sign the Bid submittal form. **FAILURE TO SIGN THE BID SUBMITTAL FORM SHALL RENDER THE BID NON-RESPONSIVE.**
 - D. The Bidder may be considered non-responsive if bids are conditioned to modifications, changes, or revisions to the terms and conditions of this solicitation.
 - E. The Bidder may submit alternate Bid(s) for the same solicitation provided that such offer is allowable under the terms and conditions. The alternate Bid must meet or exceed the minimum requirements and be submitted on a separate Bid submittal marked "Alternate Bid".
 - F. When there is a discrepancy between the unit prices and any extended prices, the unit prices will prevail.
- 1.4. CANCELLATION OF BID SOLICITATION**
- Miami-Dade County reserves the right to cancel, in whole or in part, any Invitation to Bid when it is in the best interest of the County.
- 1.5. AWARD OF BID SOLICITATION**
- A. This Bid may be awarded to the responsible Bidder meeting all requirements as set forth in the solicitation. The County reserves the right to reject any and all Bids, to waive irregularities or technicalities and to re-advertise for all or any part of this Bid Solicitation as deemed in its best interest. The County shall be the sole judge of its best interest.
 - B. When there are multiple line items in a solicitation, the County reserves the right to award on an individual item basis, any combination of items, total low Bid or in whichever manner deemed in the best interest of the County.
 - C. The County reserves the right to reject any and all Bids if it is determined that prices are excessive, best offers are determined to be unreasonable, or it is otherwise determined to be in the County's best interest to do so.
 - D. The County reserves the right to negotiate prices with the low bidder, provided that the scope of work of this solicitation remains the same.
 - E. Award of this Bid Solicitation will only be made to firms that have completed the Miami-Dade County Business Entity Registration Application and that satisfy all necessary legal requirements to do business with Miami-Dade County. Firms domiciled in Miami-Dade County must present a copy of their Miami-Dade County issued Occupational License.
 - F. Pursuant to County Code Section 2-8.1(g), the Bidder's performance as a prime contractor or subcontractor on previous County contracts shall be taken into account in evaluating the Bid received for this Bid Solicitation.
 - G. To obtain a copy of the Bid tabulation, Bidder(s) shall enclose an

MIAMI-DADE COUNTY THIS IS NOT AN ADVERTISEMENT BID NO.: -OTR
SECTION 1
GENERAL TERMS AND CONDITIONS

appropriately sized self-addressed stamped envelope. Bid results will not be given by telephone or facsimile. Please allow ten (10) calendar days after Bid opening for mailing.

- H. The Bid Solicitation, any addenda and/or properly executed modifications, the purchase order, and any change order(s) shall constitute the contract.
- I. In accordance with Resolution R-1574-88 the Director of Bids and Contracts Division will decide all tie Bids.
- J. Award of this Bid may be predicated on compliance with and submittal of all required documents as stipulated in the Bid Solicitation.

1.6. CONTRACT EXTENSION

- A. The County reserves the right to exercise its option to extend a contract for up to one hundred-eighty (180) calendar days beyond the current contract period and will notify the contractor in writing of the extension.
- B. This contract may be extended beyond the initial one hundred-eighty (180) day extension period upon mutual agreement between the County and the successful Bidder(s) upon approval by the Board of County Commissioners.

1.7. WARRANTY

All warranties, express and implied, shall be made available to the County for goods and services covered by this Bid Solicitation. All goods furnished shall be fully guaranteed by the successful Bidder against factory defects and workmanship. At no expense to the County, the successful Bidder shall correct any and all apparent and latent defects that may occur within the manufacturer's standard warranty. The Special Conditions of the Bid Solicitation may supersede the manufacturer's standard warranty.

1.8. ESTIMATED QUANTITIES

Estimated quantities or dollars are for Bidder's guidance only: (a) estimates are based on the County's anticipated needs and/or usage during a previous contract period and; (b) the County may use these estimates to determine the low Bidder. Estimated quantities do not contemplate or include possible additional quantities that may be ordered by other government, quasi-government or non-profit entities utilizing this contract under the Joint Purchase portion of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation and the resulting contract, if that section is present in this solicitation document. No guarantee is expressed or implies as to quantities or dollars that will be used during the contract period. The County is not obligated to place any order for the given amount subsequent to the award of this Bid Solicitation.

1.9. NON-EXCLUSIVITY

It is the intent of the County to enter into an agreement with the successful Bidder that will satisfy its needs as describe herein. However, the County reserves the right as deemed in its best interest to perform, or cause to be performed, the work and services, or any portion thereof, herein described in any manner it sees fit, including but not limited to: award of other contracts, use of any contractor, or perform the work with its own employees.

1.10. LOCAL PREFERENCE

The evaluation of competitive bids is subject to Section 2-8.5 of the Miami-Dade County Code, which, except where contrary to federal and state law, or any other funding source requirements, provides that preference be given to local businesses. A local business shall be defined as:

- 1. a business that has a valid occupational license, issued by Miami-Dade County at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased;
- 2. a business that has physical business address located within the limits of Miami-Dade County from which the vendor

operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address; and

- 3. a business that contributes to the economic development and well-being of Miami-Dade County in a verifiable and measurable way. This may include but not be limited to the retention and expansion of employment opportunities and the support and increase in the County's tax base. To satisfy this requirement, the vendor shall affirm in writing its compliance with either of the following objective criteria as of the bid or proposal submission date stated in the solicitation:

- (a) vendor has at least ten (10) permanent full time employees, or part time employees equivalent to 10 FTE ("full-time equivalent" employees working 40 hours per week) that live in Miami-Dade County, or at least 25% of its employees that live in Miami-Dade County, or
- (b) vendor contributes to the County's tax base by paying either real property taxes or tangible personal property taxes to Miami-Dade County, or
- (c) some other verifiable and measurable contribution to the economic development and well-being of Miami-Dade County.

When the bid from a Miami-Dade local business is within 10% of the lowest price submitted by a non-local business, the local business and the non-local low bidder shall have the opportunity to submit a best and final bid equal to or lower than the amount of the low bid previously submitted by the non-local business.

At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 2005. Therefore, a vendor which meets the requirements of (1) and (2) above for Broward County shall be considered a local business pursuant to this Section.

1.11. CONTINUATION OF WORK

Any work that commences prior to and will extend beyond the expiration date of the current contract period shall, unless terminated by mutual written agreement between the County and the successful Bidder, continue until completion at the same prices, terms and conditions.

1.12. BID PROTEST

- A. A recommendation for contract award or rejection of award may be protested by a Bidder in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code, as amended, and as established in Administrative Order No.3-21.
- B. To initiate a Bid protest, the protester shall present to the Clerk of the Board a non-refundable filing fee, payable to the Clerk of the Board, in accordance with the schedule provided below:

<u>Award Amount</u>	<u>Filing Fee</u>
\$25,000-\$100,000	\$500
\$100,001-\$500,000	\$1,000
\$500,001-\$5 million	\$3,000
Over \$5 million	\$5,000

In the event a Bidder wishes to protest any part of the General Conditions, Special Conditions and/or Technical Specifications contained in the Bid Solicitation it must file a notice of protest in writing with the issuing department no later than 48 hours prior to the Bid opening date and hour specified in the solicitation. Failure to file a timely notice of protest will constitute a waiver of proceedings.

- C. For award recommendations greater than \$100,000 the following shall apply:
When a letter of intent to award a Bid Solicitation has been communicated (mail, faxed or emailed) to each competing Bidder

MIAMI-DADE COUNTY THIS IS NOT AN ADVERTISEMENT BID NO.: -OTR
SECTION 1
GENERAL TERMS AND CONDITIONS

and filed with the Clerk of the Board, a Bidder wishing to protest said award recommendation shall file a protest with the clerk of the Board within ten (10) working days of the date of award recommendation letter. Within two (2) days of that filing, the protester shall provide the County Attorney and each Bidder with a copy of each document that was filed with the protest. Failure to timely file the written protest shall constitute a waiver of the right to protest the award recommendation.

- D.** For award recommendations from \$25,000 to \$100,000 the following shall apply:
Each Monday, in the lobby of the Stephen P. Clark Center, located at 111 N.W. 1st Street, award recommendations are posted. Participants may also call the Awards Line at 305-375-4724, or 800-510-4724, or the contact person as identified on the cover page of the Bid Solicitation. Any Bidder wishing to protest such recommendations shall file a protest with the Clerk of the Board within five (5) working days of the posting and submit a \$500 non-refundable filing fee.

1.13. RULES, REGULATIONS AND LICENSES

The successful Bidder shall comply with all laws and regulations applicable to provide the goods and/or services specified in this Bid Solicitation. The Bidder shall be familiar with all federal, state and local laws that may in affect the goods and/or services offered.

1.14. PACKAGING

Unless otherwise specified in the Special Conditions or Technical Specifications, all containers shall be suitable for shipment and/or storage and comply with Resolution No. 738-92.

1.15. SUBCONTRACTING

Unless otherwise specified in this Bid Solicitation, the successful Bidder shall not subcontract any portion of the work without the prior written consent of the County. The ability to subcontract may be further limited by the Special Conditions. Subcontracting without the prior consent of the County may result in termination of the contract for default. When Subcontracting is allowed the Bidder shall comply with County Resolution No. 1634-93, Section 10-34 of the County Code and County Ordinance No. 97-35.

1.16. ASSIGNMENT

The successful Bidder shall not assign, transfer, hypothecate, or otherwise dispose of this contract, including any rights, title or interest therein, or its power to execute such contract to any person, company or corporation without the prior written consent of the County.

1.17. DELIVERY

Unless otherwise specified in the Bid Solicitation, prices quoted shall be F.O.B. Destination. Freight shall be included in the proposed price.

1.18. RESPONSIBILITY AS EMPLOYER

The employee(s) of the successful Bidder shall be considered to be at all times its employee(s), and not an employee(s) or agent(s) of the County or any of its departments. The successful Bidder shall provide competent and physically employee(s) capable of performing the work as required. The County may require the successful Bidder to remove any employee it deems unacceptable. All employees of the successful Bidder shall wear proper identification.

1.19. INDEMNIFICATION

The successful Bidder shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of the agreement by the successful Bidder or its employees, agents, servants, partners, principals or subcontractors. The successful Bidder shall pay all claims and losses in

connection therewith, and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The successful Bidder expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the successful Bidder shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

1.20. COLLUSION

Where two (2) or more related parties, as defined herein, each submit a Bid for any contract, such Bids shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Bids. Related parties shall mean Bidder or the principals thereof which have a direct or indirect ownership interest in another Bidder for the same contract or in which a parent company or the principals thereof of one (1) Bidder have a direct or indirect ownership interest in another Bidder for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a bid for the same materials, supplies, services, or equipment shall also be presumed to be collusive. Bids found to be collusive shall be rejected. Bidders who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive Bidding may be terminated for default.

1.21. MODIFICATION OF CONTRACT

The contract may be modified by mutual consent, in writing through the issuance of a modification to the contract, purchase order, change order or award sheet, as appropriate.

1.22. TERMINATION FOR CONVENIENCE

The County, at its sole discretion, reserves the right to terminate this contract without cause upon thirty (30) days written notice. Upon receipt of such notice, the successful Bidder shall not incur any additional costs under this contract. The County shall be liable only for reasonable costs incurred by the successful Bidder prior to notice of termination. The County shall be the sole judge of "reasonable costs."

1.23. TERMINATION FOR DEFAULT

The County reserves the right to terminate this contract, in part or in whole, or place the vendor on probation in the event the successful Bidder fails to perform in accordance with the terms and conditions stated herein. The County further reserves the right to suspend or debar the successful Bidder in accordance with the appropriate County ordinances, resolutions and/or administrative orders. The vendor will be notified by letter of the County's intent to terminate. In the event of termination for default, the County may procure the required goods and/or services from any source and use any method deemed in its best interest. All re-procurement cost shall be borne by the successful Bidder.

1.24. FRAUD AND MISREPRESENTATION

Pursuant to Section 2-8.1.4 of the Miami-Dade County Code, any individual, corporation or other entity that attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement, may be debarred for up to five (5) years. The County as a further sanction may terminate or cancel any other contracts with such individual, corporation or entity. Such individual or entity shall be responsible for all direct or indirect costs associated with termination or cancellation, including attorney's fees.

1.25. ACCESS TO RECORDS

The County reserves the right to require the Contractor to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Contractor's expense. The Contractor shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours.

SECTION 1

GENERAL TERMS AND CONDITIONS

The Contractor shall retain all records pertaining to this Agreement and upon request make them available to the County for three years following expiration of the Agreement. The Contractor agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

1.26 OFFICE OF THE INSPECTOR GENERAL

Miami-Dade County has established the Office of the Inspector General, which is authorized and empowered to review past, present, and proposed County and Public Health Trust programs, contracts, transactions, accounts, records and programs. The Inspector General (IG) has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. The Inspector General may, on a random basis, perform audits on all County contracts. The cost of random audits shall be incorporated into the contract price of all contracts and shall be one quarter (1/4) of one (1) percent of the contract price, except as otherwise provided in Section 2-1076(c)(8) of the County Code.

1.27 PRE-AWARD INSPECTION

The County may conduct a pre-award inspection of the bidder's site or hold a pre-award qualification hearing to determine if the bidder is capable of performing the requirements of this bid solicitation.

1.28 PROPRIETARY/CONFIDENTIAL INFORMATION

Bidders are hereby notified that all information submitted as part of, or in support of bid submittals will be available for public inspection after opening of bids in compliance with Chapter 119 of the Florida Statutes; popularly known as the "Public Record Law." The bidder shall not submit any information in response to this invitation, which the bidder considers to be a trade secret, proprietary or confidential. The submission of any information to the County in connection with this invitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to the bidder. In the event that the bidder submits information to the County in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the bid as protected or confidential, the County shall endeavor to redact and return that information to the bidder as quickly as possible, and if appropriate, evaluate the balance of the bid. The redaction or return of information pursuant to this clause may render a bid non-responsive.

1.29. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "individually identifiable health information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security and electronic transfer standards, that include but are not limited to:

1. Use of information only for performing services required by the contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Bidder/Proposer and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;

7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Bidder/ Proposer must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

1.30. CHARTER COUNTY TRANSIT SYSTEM SALES SURTAX

When proceeds from the Charter County Transit System Sales Surtax levied pursuant to Section 29.121 of the Code of Miami-Dade County are used to pay for all or some part of the cost of this contract, no award of a Blanket Purchase Order (BPO) for Transit/Public Works as part of a multi-department contract, nor an award of a contract solely for the use of Transit/Public Works shall be effective and thereby give rise to a contractual relationship with the County for Transit/Public Works purchases unless and until both the following have occurred: 1) the County Commission awards the contract, and such award becomes final (either by expiration of 10 days after such award without veto by the Mayor, or by Commission override of a veto); and, 2) either, i) the Citizens' Independent Transportation Trust (CITT) has approved inclusion of Transit/Public Works in this contract, or, ii) in response to the CITT's disapproval, the County Commission reaffirms Transit/Public Work's inclusion in the contract by two-thirds (2/3) vote of the Commission's membership and such reaffirmation becomes final.

1.31 LOBBYIST CONTINGENCY FEES

A) In accordance with Section 2-11.1(s) of the Code of Miami-Dade County, after May, 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.

B) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependant on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Manager or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.32 COMMISSION AUDITOR – ACCESS TO RECORDS

Pursuant to Ordinance No. 03-2, all vendors receiving an award of the contract resulting from this solicitation will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds.

SECTION 2
SPECIAL CONDITIONS

GASOLINE AND DIESEL FUELS FOR MIAMI-DADE COUNTY

2.1 PURPOSE: TO ESTABLISH A CONTRACT FOR THE COUNTY:

The purpose of this solicitation is to establish a contract for the purchase of Gasoline and Diesel Fuels in conjunction with the County's needs on an as needed when needed basis.

2.2 PENDING DBD REVIEW

2.3 PRE-BID CONFERENCE (RECOMMENDED)

A pre-bid conference will be held on _____ at _____ in conference room no. _____ of the Stephen P. Clark Center located at 111 NW 1st Street to discuss proposed specifications. It is recommended that a representative of the firm attend in order to become familiar with the bid specifications.

It is requested bidders bring this Invitation To Bid package to the conference, as additional copies may not be available.

2.4 TERM OF CONTRACT: 60 MONTHS

This contract shall commence on the first calendar day of the month succeeding approval of the contract by the Board of County Commissioners, or designee, unless otherwise stipulated in the Notice of Award Letter which is distributed by the County's Department of Procurement Management, Bids & Contracts Division; and contingent upon the completion and submittal of all required bid documents. The contract shall remain in effect for five (5) year (60 months) and the expiration of the express and implied warranty period.

Offers will only be considered from the vendors who were found to be responsive, responsible bidders on the original bid submission and any additional potential bidder that meets or exceeds the established minimum criteria in section 2, paragraph 2.6.

2.5 INTENTIONALLY OMITTED

2.6 METHOD OF AWARD: To the Lowest Bidder of Fixed Service Fee (adder) as Defined.

Award will be made to the responsive, responsible bidder(s) who offers the lowest fixed service fee (adder) in the aggregate for group I and II, and to the lowest responsive, responsible bidder for group IIIA and IIIB.

If a vendor fails to submit an offer for all zones within groups I and II, its offer for that will be rejected

SECTION 2
SPECIAL CONDITIONS

Minimum Criteria to Bid Groups I thru II

- Bidder must have access to several port terminal facilities. Facilities are defined as a receiver of fuels from water borne vessels.
- Bidder must present, with their bid, no less than two separate letters of intent, on terminal facility letterhead and signed by an officer duly authorized to so obligate the facility, stating the intent of the facility to enter into a contract with the bidder, should they be the awarded successful bidder and thereby dedicate a fixed allocation through them to Miami-Dade County.
- The letters of intent, when combined, must cite a gallonage commitment to the County equal to the annual yearly projected purchases estimated in this solicitation, and be valid for the full five (5) year life of the contract. The County will provide any adjustments required to annual quantities on an annual basis so as to keep the allocations as accurate as possible..

Minimum Criteria to Bid Group III

Section A. Dedicated allocation stored at Port Everglades in your facilities tanks.

1. Specify your charge to store an un-purchased fixed amount of 50,000 gallons of gasoline and 250,000 gallons of diesel fuel on an annual basis, to be delivered, if requested by the County, at the Opis daily price in effect the day of delivery, should the County elect to actually purchase the fuel. This charge is for storage privileges only.
2. Deliveries made under this section will be billed at the Opis daily price on the day delivered + the adder for the delivery bid for transport truck deliveries.
3. Award of this section will be made to the lowest responsive responsible bidder of annual storage charge + the cost of the adder to deliver 300,000 gallons in said transport trucks.

Section B. Dedicated storage of fuel stored off Port Everglades facilities sites.

- 1 Specify your charge to store an un-purchased fixed amount of 50,000 gallons of gasoline and 250,000 gallons of diesel fuel on an annual basis, to be delivered, if requested by the County, at the Opis daily price in effect the day of delivery, should the County elect to actually purchase the fuel. This charge is for storage privileges only.
- 2 Deliveries made under this section will be billed at the Opis daily price on the day delivered + the adder for the delivery bid for transport truck deliveries.

SECTION 2
SPECIAL CONDITIONS

3. Award of this section will be made to the lowest responsive responsible bidder of annual storage charge + the cost of the adder to deliver 300,000 gallons in said transport trucks.

2.7 PRICES SHALL BE ESTABLISHED IN ACCORDANCE WITH TECHNICAL SPECIFICATIONS

If the Bidder is awarded under this bid solicitation, the prices offered by the Bidder shall be accepted in accordance with the provisions established in Section 3 of this solicitation entitled "Technical Specifications".

2.7.1 Service fee (adder): This fee shall be defined for Groups I and II, and Group III when and if applicable, to consist of all charges necessary for the vendor, for delivery, profit, and any other fees necessary, exclusive of taxes, to fully complete and invoice the business transaction.

2.7.2 Service fee (adder) will be the surcharge charged by the successful bidder in excess of the Daily Opis branded or unbranded Rack Average Report for the appropriate fuel type and category for Miami, Florida.

2.8 INTENTIONALLY OMITTED

2.9 INTENTIONALLY OMITTED

2.10 INTENTIONALLY OMITTED

2.11 INDEMNIFICATION AND INSURANCE (1) - GENERAL SERVICE AND MAINTENANCE CONTRACT

Provider shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Provider or its employees, agents, servants, partners principals or subcontractors. Provider shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Provider expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Provider shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

The vendor shall furnish to the Vendor Assistance Section, Department of Procurement Management, Administration Division, 111 NW 1st Street, Suite 1300, Miami, Florida

SECTION 2
SPECIAL CONDITIONS

33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the vendor as required by Florida Statute 440.

- B. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "B" as to management, and no less than "Class V" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

Certificates will indicate no modification or change in insurance shall be made without thirty (30) days in advance notice to the certificate holder.

NOTE:DADE COUNTY SOLICITATION NUMBER AND TITLE OF SOLICITATION MUST APPEAR ON EACH CERTIFICATE.

CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

Issuance of a purchase order is contingent upon the receipt of the insurance documents within fifteen (15) calendar days after Board of County Commission approval. If the

SECTION 2
SPECIAL CONDITIONS

insurance certificate is received within the specified time frame but not in the manner prescribed in this solicitation, the vendor shall be verbally notified of such deficiency and shall have an additional five (5) calendar days to submit a corrected certificate to the County. If the vendor fails to submit the required insurance documents in the manner prescribed in this solicitation within twenty (20) calendar days after Board of Commission approval, the vendor shall be in default of the contractual terms and conditions and shall not be awarded the contract. Under such circumstances, the vendor may be prohibited from submitting future Proposal to the County in accordance with Section 1.24 of the General Terms and Conditions.

The vendor shall be responsible for assuring that the insurance certificate required in conjunction with this Section remain in force for the duration of the contractual period; including any and all option years that may be granted to the vendor in accordance with Section 2.5 of this solicitation. If insurance certificates are scheduled to expire during the contractual period, the vendor shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days in advance of such expiration. In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the County shall suspend the contract until such time as the new or renewed certificates are received by the County in the manner prescribed in the solicitation; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate this contract for cause and seek re-procurement damages from the vendor in accordance with Section 1.24 of this solicitation.

Department of Procurement Management
Bids and Contracts Division
111 NW 1st Street, Suite 1300
Miami, Florida 33128-1989

2.12 INTENTIONALLY OMITTED

2.13 INTENTIONALLY OMITTED

2.14 INTENTIONALLY OMITTED

2.15 **METHOD OF PAYMENT: PERIODIC INVOICES FOR COMPLETED PURCHASES**

The vendor(s) shall submit an invoice(s) to the County user department(s) after purchase has been completed, whether the specific item(s) were picked up by authorized County personnel or delivered to the site by the vendor. In addition to the general invoice requirements set forth below, the invoices shall reference the corresponding delivery ticket number or packing slip number that was signed by an authorized representative of the County user department at the time the items were delivered and accepted. Submittal of these periodic invoices shall not exceed thirty (30) calendar days from the delivery of

SECTION 2
SPECIAL CONDITIONS

the items. Under no circumstances shall the invoices be submitted to the County in advance of the delivery and acceptance of the items.

All invoices shall contain the following basic information:

I. Vendor Information:

- The name of the business organization as specified on the contract between Miami-Dade County and vendor
- Date of invoice
- Invoice number
- Vendor's Federal Identification Number on file with Miami-Dade County

II. County Information:

- Miami-Dade County Release Purchase Order or Small Purchase Order Number

III. Pricing Information:

- Unit price of the goods, services or property provided
- Extended total price of the goods, services or property
- Applicable discounts

IV. Goods or Services Provided per Contract:

- Description
- Quantity

V. Delivery Information:

- Delivery terms set forth within the Miami-Dade County Release Purchase Order
- Location and date of delivery of goods, services or property

VI. Failure to Comply:

Failure to submit invoices in the prescribed manner will delay payment, contractor may be considered in default of contract and its contract may be terminate.

VII. Audit:

The County reserves the right to audit and correct improper invoices or payments at any time/

2.16 **Intentionally Omitted.**

SECTION 2
SPECIAL CONDITIONS

2.17 DELIVERY SHALL BE AS ESTABLISHED WITH ORDERING DEPARTMENT

The bidder shall make deliveries within 24 hours after the date of the order. All deliveries shall be made in accordance with good commercial practice and shall be adhered to by the successful bidder(s); except in such cases where the delivery will be delayed due to acts of God, strikes, or other causes beyond the control of the bidder. In these cases, the bidder shall notify the County of the delays in advance of the delivery date so that a revised delivery schedule can be negotiated.

In cases where an Opis price is not published on the day of delivery the Opis price in effect the closest previous published day will be used.

Description of Zones:

Zone ANorth of Flagler Street to Dade County Northern Boundary Line

Zone BBetween South of Flagler Street to North of Coral Reef Drive
(S.W. 152nd Street)

Zone CSouth of Coral Reef Drive (S.W. 152nd Street) to Dade County Southern Boundary Line.

Deliveries shall be made on the basis of quantities corrected to 60 Degrees Fahrenheit and delivery tickets shall reflect the net gallons delivered after temperature compensation. Miami Dade County shall be invoiced for **NET** gallons delivered.

Schedule of Delivery: Schedule of delivery (quantities, Time and Location), shall be mutually established by Miami-Dade County and supplier after bid award. The establishment and agreement of these schedules shall be at Miami-Dade County Fleet Management Division and MDT Metrobus Management decision.

NOTE: No deliveries will be accepted during any period time of day which will cause interruption of service or operations. The County and MDT Metrobus fueling facilities will make available to the Contract ease of acceptability to the facilities fuel drops.

Deliveries to MDT should be scheduled between the hours of 7:00 a.m. and 3:00 p.m. Monday thru Saturday.

2.18 INTENTIONALLY OMITTED

2.19 INTENTIONALLY OMITTED

2.20 CONTACT PERSONS

For any additional information regarding the specifications and requirements of this solicitation, Contact: Nazario Soto, at (305) 375-4424.

SECTION 2
SPECIAL CONDITIONS

2.21 COUNTY USER ACCESS PROGRAM (UAP)

User Access Fee

Pursuant to Miami-Dade County Budget Ordinance No. 03-192, this contract is subject to a user access fee under the County User Access Program (UAP) in the amount of two percent (2%). All sales resulting from this contract, or any contract resulting from this solicitation and the utilization of the County contract price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all contract usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

The vendor providing goods or services under this contract shall invoice the contract price and shall accept as payment thereof the contract price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Vendor participation in this invoice reduction portion of the UAP is mandatory.

Joint Purchase

Only those entities that have been approved by the County for participation in the County's Joint Purchase and Entity Revenue Sharing Agreement are eligible to utilize or receive Miami-Dade County contract pricing and terms and conditions. The County will provide approved entities a UAP Participant Validation Number. The vendor must obtain the participation number from the entity prior to filling any order placed pursuant to this section. Vendor participation in this joint purchase portion of the UAP, however, is voluntary. The vendor shall notify the ordering entity, in writing, within 3 work days of receipt of an order, of a decision to decline the order.

For all ordering entities located outside the geographical boundaries of Miami-Dade County, the successful vendor shall be entitled to ship goods on an "FOB Destination, Prepaid and Charged Back" basis. This allowance shall only be made when expressly authorized by a representative of the ordering entity prior to shipping the goods.

Miami-Dade County shall have no liability to the vendor for the cost of any purchase made by an ordering entity under the UAP and shall not be deemed to be a party thereto. All orders shall be placed directly by the ordering entity with the vendor and shall be paid by the ordering entity less the 2% UAP.

Vendor Compliance

If a vendor fails to comply with this section, that vendor may be considered in default by Miami-Dade County in accordance with Section 1, Paragraph 1.23 of this contract solicitation and the resulting contract.

2.22 Intentionally Omitted.

2.23 Intentionally Omitted.

SECTION 2
SPECIAL CONDITIONS

2.24 COMPLIANCE WITH FEDERAL STANDARDS

All items to be purchased under this contract shall be in accordance with all governmental standards, to include, but not be limited to, those issued by the Occupational Safety and Health Administration (OSHA), the National Institute of Occupational Safety Hazards (NIOSH), and the National Fire Protection Association (NFPA).

2.25 ADDITION OR DELETION OF FACILITIES

Although this solicitation identifies specific facilities to be serviced, it is hereby agreed and understood that any County department or agency may add or delete service for any facility(ies) when such service is no longer required during the contract period without advance notice to the vendor.

2.26 EMERGENCY SERVICE: *Declared State of Emergency*

In the event a *State of Emergency* is declared for Miami-Dade County by either the County Manager, the Mayor or the Governor of the State of Florida and/or any elected Federal Official, the following emergency condition shall pertain to this contract for the duration of the time period of the declared emergency.

1. In recognition that the Miami-Dade County government is acting to save lives and preserve and protect order and property all fuel orders placed by Miami-Dade County will have first priority for fulfillment by the awarded vendors.
2. Whenever and wherever possible during the duration of this declared State of Emergency fuel deliveries are required in a timetable reflective of the best possible efforts or the awarded vendors..

2.27 LEGAL REQUIREMENT FOR POLLUTION CONTROL

It is the intent of these Specifications to comply with the Dade County Pollution Control Ordinance as stated in Chapter 24 of the Metro-Dade Code. This ordinance is made a part of these specifications by reference and may be obtained, if necessary, by the bidder through the Department of Environmental Resources Management (DERM), 33 SW 2nd Ave., Miami, Florida 33130, Telephone (305) 372-6789.

2.28 PACKING SLIP/DELIVERY TICKET TO ACCOMPANY DELIVERY

The successful bidder shall enclose a complete packing slip or delivery ticket with any delivery in conjunction with this bid solicitation. The packing slip shall be attached and shall be made available to the County's authorized representative during delivery. The packing slip or delivery ticket shall include, at a minimum, the following information: purchase order number; date of order; a complete listing of items being delivered; and back-order quantities and estimated delivery of back-orders if applicable.

SECTION 2
SPECIAL CONDITIONS

2.31 ESTIMATED QUANTITIES AND DELIVERIES:

Estimated quantities are provided within this solicitation only for the general guidance of the pre-qualification applicants and do not constitute a guarantee of quantities, stated or implied, in any manner. It is expected that in progressively increasing quantities the supply of ULSD (please spell out) will start and significantly replace the supply of #2 Diesel during the term of this contract.

Annual supply of gasoline: approximately 9,350,000 gallons of 87 octane unleaded.

Diesel fuels: approximately 17,500,000 gallons of #2 non-dyed annually.

Approximately 80% of all fuel deliveries will be by Transport truck (over 5,000 gallons).

2.32 DEMONSTRATION OF COMPETENCY:

Bids will only be accepted for evaluation, recommendation or award from entities which are able to satisfy the following criteria:

The County may conduct a pre-award inspection of the bidder's site and/or hold a pre-award award investigation or hearing to determine if the bidder possesses the abilities, experience, inventory, plant and equipment, technical abilities, organization, delivery and service equipment if required, financial resources or physical and financial investments necessary at the time of the bid opening, to perform the activities proposed in a manner consistent with the best commercial practices in the bidder's industry.

The bidder must also be able to document their qualifications and abilities, including but not limited to an established record of performance in the business activity proposed, so as to ensure that they can satisfactorily provide the goods and/or services required in a manner consistent with the best commercial practices of that industry if they are awarded this solicitation.

SECTION 3
TECHNICAL SPECIFICATIONS

SPECIFICATIONS FOR GASOLINE AND DIESEL FUELS

- 3.1 All gasoline bids will conform to Florida State Department of Agriculture and Consumer Services Division of Standards Chapter 5F-2 which is reprinted below. Additionally all unleaded fuels bid will contain port fuel injection additives to clean port fuel injection systems and keep them clean without deterioration of the injector flow rates.
- 3.1.1 The gasoline shall be volatile hydrocarbon fuel, with or without additives, visually free of un-dissolved water, sediment, and suspended matter, and shall be clear and bright at the ambient temperature of 70 degree F (21 degree C), whichever is higher.
- 3.1.2 Tests shall be made using the latest revision of the indicated methods of the American Society for Testing and Materials (ASTM)
- 3.1.3 Distillation Range—ASTM Method D86.
- 3.1.4 Vapor-Liquid Ratio-ASTM Method D2533. The temperature at which the vapor-liquid ratio is 20 to 1 shall not be less than 124 degree F (51 degree C), except that during the months of November, December, January, February, and March, this temperature shall not be less than 116 degree F (47 degree C) of gasoline sold at retail.
- 3.1.5 Reid Vapor Pressure-ASTM Method D323. The Reid Vapor Pressure shall not exceed 11.5 pounds per square inch, except that during the months November, December, January, February, and March, this pressure shall not exceed 13.5 pounds per square inch on gasoline sold at retail.
- 3.1.6 Corrosion-ASTM Methods D130. Copper strip corrosion shall not exceed No. 1 on the test scale after 3 hours at 122 degree F (50 degree C).
- 3.1.7 Existent Gum-ASTM Methods D381. The existent gum shall not exceed 5 milligrams per 100 milliliters.
- 3.1.8 Sulfur-ASTM Methods D2622 or D3120. Sulfur shall not exceed 0.1% by weight for unleaded gasoline or 0.15% by weight for leaded gasoline.
- 3.1.9 Antiknock (Octane) Index-ASTM Specification 0439. The Antiknock Index shall not be more than one (1.0) less than any Antiknock Index displayed on the dispenser, and in addition, not more than one (0.1) less than that specified in the sworn registration, and in addition not more than one 1.0 below that determined by tests of the same gasoline line in the bulk tank, ship, tank car or tank truck from which such gasoline was represented to have been delivered or distributed.
- 3.1.10 Lead—ASTM Method 2599, 3299 or 3237. Maximum limitations for lead content designation are shown in Table 1, Section 3.2.

SECTION 3
TECHNICAL SPECIFICATIONS

3.1.11 The 10% evaporated temperature shall not exceed 140 degree F (60 degree C) except that during the months of November, December, January, February, and March, this temperature shall not exceed 131 degree F (55 degree C).

3.1.12 The 50% evaporated temperature shall not be less than 170 degree F (77 degree C) and shall not exceed 240 degree F (116 degree C) except that during the months of November, December, January, February, and March, this temperature shall not exceed 235 degree F (113 degree C).

3.1.13 The 90% evaporated temperature shall not exceed 365 degree F (185 degree F).

3.1.14 The End Point shall not exceed 437 degree F (225 degree C).

3.1.15 The residue shall not exceed 2%.

3.2 **TABLE 1. REQUIREMENTS FOR DESIGNATION OF LEAD CONTENT IN GASOLINE**

Unleaded: No intentional addition of lead compounds. May not contain more than 0.05 gram of lead per gallon.

3.3 **GASOLINE GRADES REQUIRED:**

3.3.1 Regular Unleaded Gasoline to test no less than 87 Octane

3.4 All prices per gallon quoted will be net gallons delivered, temperature compensated to 60~ F, for transport deliveries and gross metered gallons delivered for Tank Wagon deliveries, as specified in Section 3.0, Paragraph 3.9.

Most of the MDT storage tanks are above ground and require delivery trucks equipped with electrically powered pumps

Deliveries of unleaded gasoline to MDT Metrobus and Metrorail sites shall be made using metered tankers. The delivery invoice must be accompanied by the print-out of gallons delivered and payment shall only be made upon receipt of the print-out at the time of delivery and signed by an authorized representative of MDT.

DIESEL FUELS FOR MIAMI DADE COUNTY

The types of diesel fuels that the County presently anticipates purchasing have been listed below however the County reserves the right, at its sole discretion, to change this list by either the deletion of fuels no longer needed by the County or the addition of other fuels or fuel additives as may become necessary for the County's needs, at anytime during the course of the life of this contract and at the sole discretion of the County. When a class or category of fuel is to be added to this solicitation, as they will be from time to time, the

SECTION 3
TECHNICAL SPECIFICATIONS

Department of Procurement Management will supply the specifications for such fuel to all pre-qualified vendors no less than thirty (30) days in advance of the first request for pricing for such fuels.

ITEM 1 – DIESEL FUEL NO. 2 DYED

b) Test methods of the American Society for Testing Materials (ASTM) for measuring the properties of this Diesel Fuel.

PROPERTY REQUIREMENTS

1. Cetane Number 40 minimum
2. Pour Point No higher than 10F Below ambient temp.
3. Flash Point Volatility No less than 125 degrees F
4. 90% Condensed (Destill. Point) 540/640 degrees F.
5. S.U. Viscosity 100 degrees F. 33.6-40.2 Maximum
6. Water and Sediment % per volume 0.01% Maximum
7. Ash Content 0.005% Maximum
8. Total Sulphur 0.4% maximum
9. Corrosive Sulphur Pass Test-3Hrs./212 Degrees F
10. Carbon Residue (10%) 0.20% Maximum
11. Odor Non- Offensive
12. Red Dye

ITEM 2 - DIESEL FUEL NO. 2 NON-DYED

PROPERTY REQUIREMENTS

1. Cetane Number 40 Minimum
2. Pour Point No higher than 10F Below ambient temp.
3. Flash Point Volatility No less than 125 degree F
4. 90% Condensed (Destill. Point) 540/640 degrees F
5. S.U. Viscosity 100 degrees F. 33.6-40.2 Maximum
6. Water and Sediment % per volume 0.01% Maximum
7. Ash Content 0.005% Maximum
8. Total Sulphur 0.4% Maximum
9. Corrosive Sulphur Pass Test-3 Hrs./212 Degrees F
10. Carbon Residue (10% Res) 0.20% Maximum
11. Odor Non-Offensive

ITEM 3 – Ultra Low Sulphur DIESEL FUEL

Technical specifications for this fuel are not presently available.

ITEM 4 – Ultra Ultra Low Sulphur DIESEL FUEL

SECTION 3
TECHNICAL SPECIFICATIONS

Technical specifications for this fuel are not presently available.

ITEM 5 – BIO DIESEL FUEL - 5%

Technical specifications for this fuel are not presently available.

ITEM 6 – BIO DIESEL FUEL - 20%

Technical specifications for this fuel are not presently available.

ITEM 7 – UREA ADDITIVE OR OTHER FUEL ADDITIVE/SUPPLEMENT

Technical specifications for this fuel additive/supplement are not presently available.

3.6 LOCATION LISTING

GASOLINE

TANK CAPACITY

<u>LOCATION</u>	<u>ZONE</u>	<u>TYPE</u>	<u>GALLONS</u>
<u>PARKS DEPARTMENT</u>			
Amelia Earhart Park 200 West 74th Place	A	Unleaded	20,000
Crandon Park 4000 Crandon Boulevard 33149	B	Reg. Unleaded Unleaded	4,000 10,000
Greynolds Park 17530 W. Dixie Hwy 33181	A	Reg. Unleaded	1,000
L & P Thompson Park 12451 S.W. 184th Street 33157	C	Unleaded	24, 000
Camp Owaissa Bauer 17001 S.W. 264th Street 33031	C	Reg. Unleaded	560
Metro Zoo 12400 S.W. 152th Street 33143	C	Unleaded	550
Palmetto Golf Course 9300 S.W. 152 Street 33176	C	Reg. Unleaded	1,000
Vizcaya 50 S.W. 32nd Road	A	Unleaded	4,000

WATER AND SEWER

SECTION 3
TECHNICAL SPECIFICATIONS

Alex Orr 6800 S.W. 87th Avenue 33174	A	Unleaded	2,000
Distribution W & S 6800 S.W. 87th Avenue 33174	A	Unleaded	10,000
Hialeah #1 800 W. Third Avenue, Hialeah 33157	A	Unleaded	10,000
Interama 2575 N.W. 151st Street 33054	A	Unleaded	10,000
North Miami Beach Kendall 9775 S.W. 834d Street, 33156	A	Unleaded	6,000
36 Street 3625 N.W. 10th Avenue	A	Unleaded	5,000
Main Office Water & Sewer 3415 South Le Jeune Road	B	Unleaded	6,000
Virginia Key	C	Unleaded	6,500
S.D.W.W.T.P. 8950 S.W. 232 Street 33187	C	Unleaded	6,000
<u>FLEET MANAGEMENT</u>			
Shop #1 730 N.W. 25th Street, 33127	A	Unleaded	24, 000
Shop A 10710 S.W. 211th Street 33189 South Dade Government Center	C	Unleaded	24,000
Shop #1B P.S.D.Station 6 15565 Biscayne Blvd., 33160	A	Unleaded	10,000
Shop #1C P.S.D. Station 7 7701 S.W. 117th Avenue, 33187	B	Unleaded	10,000
Shop #1D P. S. D Station 2 2950 N.W. 83 St. 33147	A	Unleaded	10,000

SECTION 3
TECHNICAL SPECIFICATIONS

Shop #1E 201 N.W. First Street, 33130	A	Unleaded	24,000
Shop #1G 630 East Europe Way Dodge Island, 33132	A	Unleaded	3,000
Shop #2 6100 S.W. 87th Avenue, 33174	B	Unleaded	30,000
Shop #3 8802 N.W. 58th Street, 33178	A	Unleaded	10,000
Shop #3A 18701 N.E. 6th Avenue, 33162	A	Unleaded	12,000
Shop #38 8500 S.W. 107th Avenue, 33170	B	Unleaded	10,000
Police Headquarter 9109 N.W. 25 Street	A	Unleaded	24,000
Station 1 5975 Miami Lakes Drive	A	Unleaded	10,000
MIAD Tank	A	Unleaded	10,000
20th St & Weatherford 33126	A	Unleaded	11,000
P.S.D. Marina 1274 N. Bay Causeway (79th Street) 33138	A	Unleaded	10,000
Homestead Yard 16125 S.W. 312th Street 33033	C	Unleaded	12,000

P.W.O. ROADS AND BRIDGES

9300 N.W. 5th Street 33178	A	Unleaded	12,000
1890 N.W. 79th Street 22147 A			
D.C. Training and Treatment Center (Corrections - Stockade)	A	Unleaded	1,000

SECTION 3
TECHNICAL SPECIFICATIONS

METRORAIL:

LEHMAN CENTER 6601 NW 72 nd Ave. Miami, FL 33166	Unleaded	10,000 Gals.
---	----------	--------------

The following Delivery locations for MDT are Using Flow Meters.

NE	O & I 360 NW 185 Street
Central	O & I 3411 NW 31 Street
CW	O & I 2775 SW 74 Avenue

3.6 **PRICE:**

3.6.1 **Fixed Service Fee (adder)** shall include delivery to destination by zone as required. The delivery points and storage capacities may change during the contract period.

3.6.2 All prices shall be quoted less all taxes. Miami-Dade County is exempt from Federal Taxes on MOTOR FUELS and the exemption certificates will be furnished as required to the successful bidder(s).

3.7 **DELIVERY LOCATIONS AND STORAGE TANK SIZE**

3.7.1 **MIAMI-DADE TRANSIT DELIVERY POINTS:** Motor Fuel shall be delivered in Metered Transport Truck or Tank wagon equipped with electronically powered pumps to:

<u>LOCATION:</u>	<u>ZONE</u>	<u>DIESEL</u>	<u>TANK CAPACITY</u>
METROBUS CENTRAL DIVISION			
Major Overhaul 3300 N.W. 32 Avenue Miami FL 33142	A	#2	2,000
0 & I Garage 3300 N.W. 32 Avenue Miami, FL 33142	A	#2	60,500
METROBUS NORTHEAST DIVISION			
360 N.E. 185 Street Miami, FL 33179	2	#2	61,000
METROBUS CORAL WAY DIVISION			
2100 S.W. 72nd Avenue Miami, FL 33155	B	#2	60,000

SECTION 3
TECHNICAL SPECIFICATIONS

METRORAIL LEHMAN CENTER

6601 N.W. 72 Avenue	A	#2	10,000
Miami, FL 33166			

METROBUS CORAL WAY DIVISION

2100 S.W. 72nd Avenue	B	#2	60,000
Miami, FL 33155			

METRORAIL LEHMAN CENTER

6601 N.W. 72 Avenue	A	#2	10,000
Miami, FL 33166			

<u>LOCATION:</u>	<u>ZONE</u>	<u>DIESEL</u>	<u>TANK CAPACITY</u>
-------------------------	--------------------	----------------------	-----------------------------

Shop #1 A 10710 S.W. 211th Street, 33189 (South Dade Government Center)	C	#2	12,000
---	---	----	--------

Shop #2 6100 S.W. 87th Avenue, 33174	B	#2	15,000
---	---	----	--------

Shop #3 8801 N.W. 58th Street, 33176	A	#2	28,000
---	---	----	--------

Shop #3A 18701 N.E. 6th Avenue, 33152	A	#2	24,000
--	---	----	--------

Shop #3B 8500 S.W. 107th Avenue, 33152	B	#2	24,000
---	---	----	--------

Shop #3D 24000 S.W. 97th Avenue, 33190	C	#2	24,000
---	---	----	--------

MIAD TANKS 20th Street & Weatherford, 33127	A	#2	24,000
--	---	----	--------

Homestead Yard 16125 S.W. 312th Street, 33033	C	#2	12,000
--	---	----	--------

Traffic Signal & Signs 7100 N.W. 36th Street	A	#2	2,000
---	---	----	-------

J. Caleb Community Center 5400N.W. 22nd Avenue, 33142	A	#2	1,500
--	---	----	-------

SECTION 3
TECHNICAL SPECIFICATIONS

N. Dade Health Center 16555 N.W. 25th Avenue, 33056	A	#2	1,000
--	---	----	-------

Data Processing Bldg. 5680 S.W. 87th Avenue, 33174	B	#2	1,300
---	---	----	-------

Miami International Airport Bldg. #3025, 33159	A	#2	1,000
---	---	----	-------

Homestead Airport 28700 Sit. 217th Avenue, 33190	C	#2	2,000
---	---	----	-------

LOCATION:	ZONE	DIESEL	TANK CAPACITY
------------------	-------------	---------------	----------------------

Tamiami Airport 2800 S.W. 137th Avenue, 33186	B	#2	1,000
--	---	----	-------

Dade Collier Train. & Transition	C		5,000
-------------------------------------	---	--	-------

Dade Collier County Line Rt. 26 Ochoppe 33943			
--	--	--	--

Mosquito Control 8901 S.W. 58th Street, 33178	A	#2	14,000
--	---	----	--------

Distribution W & S 1001 N.W. 11th Street, 33136	A	#2	3,000
--	---	----	-------

Goulds Perrine	C	#2	8,000
----------------	---	----	-------

Station #968	C	#2	1,000
--------------	---	----	-------

Richmond Heights	C	#2	500
------------------	---	----	-----

Hialeah #1	A	#2	5,000
------------	---	----	-------

800 W. 3rd Avenue, Hialeah			
----------------------------	--	--	--

Hialeah #2	A	#2	200,000
------------	---	----	---------

900 W. 2nd Avenue, Hialeah			
----------------------------	--	--	--

Kendall	B	#2	11,471
---------	---	----	--------

9775 S.W. 83rd Street			
-----------------------	--	--	--

36th Street	A	#2	5,000
-------------	---	----	-------

3625 N.W. 10th Avenue			
-----------------------	--	--	--

North Dade Landfill	A	#2	15,000
---------------------	---	----	--------

21300 NW 47 th Avenue			
----------------------------------	--	--	--

SECTION 3
TECHNICAL SPECIFICATIONS

**WASAD STANDARD DELIVERY LOCATIONS AND STORAGE TANK SIZE
FOR #2 DIESEL FUEL**

<u>LOCATION:</u>	<u>TANK CAPACITY IN GALLONS</u>
-------------------------	--

Alexander Orr Water Treatment Plant 6800 SW 87 Avenue Miami, FL 33173	200,000
---	---------

Central District Wastewater Treatment Plant Virginia Key Miami, FL 33149	150,000
--	---------

**WASAD STANDARD DELIVERY LOCATIONS AND STORAGE TANK SIZE
FOR #2 DIESEL FUEL**

<u>LOCATION:</u>	<u>TANK CAPACITY IN GALLONS</u>
-------------------------	--

Fourth Street Sewage Pump Station 390 NW North River Drive Miami, FL 33128	10,000
--	--------

Hialeah Water Treatment Plant 700 West Second Avenue Hialeah, FL 33010	5,500
--	-------

Ninth Street Sewage Pump Station 331 NE 9 Street Miami, FL 33132	6,000
--	-------

North District wastewater Treatment Plant 2575 NE 151 Street North Miami, FL 33160	200,000
--	---------

Preston Water Treatment Plant 1100 West Second Avenue Hialeah, FL 33010	200,000
---	---------

South District Wastewater Treatment Plant 8950 SW 232 Street Goulds, FL 3317	125,000
--	---------

SECTION 3
TECHNICAL SPECIFICATIONS

**WASAD SPECIAL DELIVERY LOCATIONS AND STORAGE TANK SIZE FOR
#2 DIESEL FUEL**

<u>STATION NUMBER</u>	<u>STREET ADDRESS</u>	<u>TANK CAPACITY IN GALLONS</u>
0019	2201 NW 70 Avenue	2,000
0110	10105 Costa Del Sol Blvd.	550
0115	6200 NW 32 Avenue	1,000
0121	10450 Fountainbleau Blvd.	1,000
0145	10075 NW 52 Street	1,000
0155	NW 107 & 12 Street	500
0156	Island Blvd. & Brickell Key	500

**WASAD SPECIAL DELIVERY LOCATIONS AND STORAGE TANK SIZE FOR
#2 DIESEL FUEL**

<u>STATION NUMBER</u>	<u>STREET ADDRESS</u>	<u>TANK CAPACITY IN GALLONS</u>
0170	18 Fisher Island	1,000
0175	NW 84 Avenue & NW 6 Street	1,000
0187	Flagler & SW 72 Avenue	10,000
0301	354 Sunny Isles	500
0302	NW 27 Avenue & 215 Street	1,000
0307	West Second Avenue & 75 Place	2,000
0344#1	19975 Aventura Blvd.	1,000
0344#2	19975 Aventura Blvd.	1,000
0345	Opa Locka Airport	2,000
0346	NE S Avenue & 137 Street	2,000
0347	1880 NE 151 Street	2,000
0348	NW 42 Avenue & 11 Street	1,000
0349	NW 7 Avenue & 209 Street	1,000
0350	NE 10 Avenue Road, N/O 206 Street	500
0387	12400 NW 32 Avenue	550
0414	13920 NW 60 Avenue	1,000
0415	3800 NW 181 Street	6,000
0416	7301 NW 186 Street	1,000
0417	7950 NW 178 Street	1,000
0418	West 76 Street	4,000
0420	20780 NE 10 Avenue Road	500
0421	20215 NW 2 Avenue	1,000
0422	3150 NW 208 Terrace	1,000
0423	2451 NE 203 Street	1,000
0424	21101 NE 28 Avenue	1,000
0425	19201 NE 29 Avenue	2,000

SECTION 3
TECHNICAL SPECIFICATIONS

**WASAD SPECIAL DELIVERY LOCATIONS AND STORAGE TANK SIZE FOR
#2 DIESEL FUEL**

<u>STATION NUMBER</u>	<u>STREET ADDRESS</u>	<u>TANK CAPACITY IN GALLONS</u>
0426	3801 Sunny Isle Blvd	2,000
0428	6452 Med Blvd. NW	500
0429	17902 Med Blvd. NW	500
0437	19091 NW 62 Avenue	500
0463	16650 NW 79 Avenue	1,000
0464	3601 NE 207 Street	1,000
0475	3650 NE 213 Street	1,000
0417	15700 NW 79 Avenue	1,000
0484	16547 NW 87 Avenue	1,000
0501	10700 SW 147 Avenue	1,000
0504	14799 SW 127 Avenue	1,000
0516	10350 Puerto Rico Drive	2,000
0511	18445 Old Cutler Road	2,000
0522	SW 117 Avenue & 208 Street	6,000
0527	12650 SW 150 Street	1,000
0535	1000 Hammocks Blvd.	1,000
0536	8989 SW 117 Avenue	10,000
0538	6210 SW 128 Avenue	1,000
0541	9292 SW 142 Avenue	1,000
0559	8700 SW 95 Avenue	48,000
0571	8250 SW 97 Avenue	6,000
0601	17935 SW 104 Avenue	2,000
0659	19340 SW 112 Court	2,000
0660	21800 SW 124 Avenue	2,000
0666	11380 SW 38 Street	1,000
0667	2545 SW 122 Avenue	1,000

**WASAD SPECIAL DELIVERY LOCATIONS AND STORAGE TANK SIZE FOR
#2 DIESEL FUEL**

<u>STATION NUMBER</u>	<u>STREET ADDRESS</u>	<u>TANK CAPACITY IN GALLONS</u>
0668	12480 SW 18 Street	550
0673	15550 SW 80 Street	1,000
0677	1199 SW 134 Avenue	1,000
0681	15840 SW 127 Avenue	2,000
0683	4801 SW 117 Avenue	560

SECTION 3
TECHNICAL SPECIFICATIONS

0685	11991 SW 34 Street	560
0691	SW 172 Avenue & 328 Street	6,000
0692	SW 147 Avenue & 304 Street	6,000
1072	SW 178 Avenue & 355 Street	6,000
1073	461 NW 5 Avenue	6,000
33P1	Flagler & 72 Avenue	10,000
36#2	3625 NW 10 Avenue	5,000
67ST	7 Avenue & NW 67 Street	10,000
0673	15550 SW 80 Street	1,000
0677	1199 SW 134 Avenue	1,000
0681	15840 SW 127 Avenue	2,000
0683	4801 SW 117 Avenue	560
0685	11991 SW 34 Street	560
0691	SW 172 Avenue & 328 Street	6,000
0692	SW 147 Avenue & 304 Street	6,000
1072	SW 178 Avenue & 355 Street	6,000
1073	461 NW 5 Avenue	6,000
33P1	Flagler & 72 Avenue	10,000
36#2	3625 NW 10 Avenue	5,000
67ST	7 Avenue & NW 67 Street	10,000

GASOLINE

<u>LOCATION</u>	<u>ZONE</u>	<u>TANK TYPE</u>	<u>CAPACITY GALLONS</u>
<u>FIRE DEPARTMENT</u>			
Station #4 9201 S.W. 152 St.	A	#2	2,000
Station #6 15890 S.W. 288 St.	A	#2	2,000
Station #7 9350 S.W. 22 St.	A	#2	2,000
Station #8 2900 Aventura Blvd. (North Dade)	A	#2	2,000
Station #11 18705 N.W. 27 Ave.	A	#2	2,000
Station #13 6000 S. W. 87 Ave.	A	#2	5,000

SECTION 3
TECHNICAL SPECIFICATIONS

Station #19 650 N.W. 131 St. (North Dade)	A	#2	2,000
Station #20 13000 N.E. 16 Avenue (North Dade)	A	#2	1,000
Station #21 105 Collins Avenue		#2	2,000
Station #23 7825 S.W. 104 Street		#2	2,000
Station #29 351 S.W. 107 Avenue (South Dade)	B	#2	2,000
Station #36 10001 Hammock Blvd. (South Dade)	B	#2	2,000

GASOLINE

<u>LOCATION</u>	<u>ZONE</u>	<u>TANK TYPE</u>	<u>CAPACITY GALLONS</u>
<u>FIRE DEPARTMENT</u>			
Station #37 4200 S.W. 142 Avenue		#2	2,000
Station #43 13390 S.W. 152 Street		#2	2,000
Station #46 10200 N.W. 116 Way		#2	2,000

3.8 CONTRACTOR LIABILITY

- a) The Contractor shall be solely responsible for all injuries to any and all persons (including death) or damage to property including but not limited to property of Dade County occurring on account of or in connection with the furnishing and delivering of the petroleum Product hereunder, and shall indemnify and save harmless Dade County from any and all loss and liability upon any and all claims for damages on account of such injuries to persons (including death) or damage to property or on accounts of any neglect, fault or default of the Contractor, his

SECTION 3
TECHNICAL SPECIFICATIONS

subcontractors. Dade county or their respective agents, servants or employees and from all costs and expenses in suits which may be brought against Dade County on account of any such injuries to person, (including death) or damage to property or on account of any such neglect, fault and default as aforesaid; it being distinctly understood, stipulated and agreed that the Contractor shall be solely responsible and liable for and shall fully protect and indemnify Dade County against and all claims for injuries to persons (including death) or damage to property occasioned by or resulting from methods or processes in the furnishing and delivering of the Petroleum Product, or other wise and irrespective of the actual cause of the accident and irrespective whether such injuries or damages be attributable to negligence of the Contractor, his subcontractors, Dade County their respective agents, servants, employees, or otherwise. If compensation for any such injury to person or damage to property shall be included in any judgment or award in any action or proceeding, the Contractor shall upon demand promptly reimburse Dade County for any payments made by It on account thereof.

- 3.9 The County requires delivery in trucks equipped with a sealed State approved and inspected meter or from trucks that have State of Florida Department of Agriculture and Consumer Services sealed calibrated certified compartment tank volume markers for the petroleum product being delivered.
- 3.10 In the event of Federal or State petroleum Product Allocation Regulation or any similar petroleum product limiting legislations, the contractors shall provide full support to the Miami-Dade County Department of Procurement Management in application for maximum allowable allocation of levels for motor gasoline and diesel fuels as may be applicable to end users qualifying under the classifications of providers to the public, i.e., Emergency Sanitation, Telecommunication and Passenger Transportation Services
- 3.11 Transport truck is defined as carrying Gasoline and/or Diesel Fuel in amounts over 5,000 gallons. Tankwagon truck is defined as carrying under 5,000 gallons.
- 3.12 Diesel Fuel must meet the most criteria for Diesel Fuel according to the American Society of Testing Materials.

Submit Bid To:
CLERK OF THE BOARD
Stephen P. Clark Center
111 NW 1st Street
17th Floor, Suite 202
Miami, Florida 33128-1983



OPENING: 2:00 P.M.
WEDNESDAY
, 2006
BID NO.:

INVITATION TO BID
SECTION 4
BID SUBMITTAL FORM

PLEASE QUOTE PRICES F.O.B. DESTINATION, LESS TAXES, DELIVERED IN
MIAMI-DADE COUNTY, FLORIDA

NOTE: Miami-Dade County is exempt from all taxes (Federal, State, Local). Bid price should be less all taxes. Tax Exemption Certificate furnished upon request.

Issued by: DPM
N.Soto Bids & Contracts Division

Date Issued:

This Bid Submittal Consists of
Pages 27 through 30

Sealed bids subject to the Terms and Conditions of this Invitation to Bid and the accompanying Bid Submittal. Such other contract provisions, specifications, drawings or other data as are attached or incorporated by reference in the Bid Submittal, will be received at the office of DPM, Bids and Contracts Division, Vendor Assistance section at the address shown above until the above stated time and date, and at that time, publicly opened for furnishing the supplies or services described in the accompanying Bid Submittal Requirement.

GASOLINE AND DIESEL FUELS FOR MIAMI-DADE COUNTY

A Bid Deposit in the amount of N/A of the total amount of the bid shall accompany all bids

A Performance Bond in the amount of N/A of the total amount of the bid will be required upon execution of the contract by the successful bidder and Miami-Dade County

DO NOT WRITE IN THIS SPACE	
ACCEPTED _____	HIGHER THAN LOW _____
NON-RESPONSIVE _____	UNRESPONSIBLE _____
DATE B.C.C. _____	NO BID _____
ITEM NOS. ACCEPTED _____	
COMMODITY CODE: 405-15/405-09	
Senior Procurement Contracting Agent	Nazario Soto

FIRM NAME: _____

RETURN THREE COPIES OF BID SUBMITTAL PAGES ONLY

**FAILURE TO COMPLETE THE CERTIFICATION REGARDING LOCAL
PREFERENCE ON PAGE 30 OF SECTION 4, BID SUBMITTAL FORM SHALL
RENDER THE VENDOR INELIGIBLE FOR LOCAL PREFERENCE**

**FAILURE TO SIGN PAGE 30 OF SECTION 4, BID SUBMITTAL FORM, WILL
RENDER YOUR BID NON-RESPONSIVE**

BID SUBMITTAL FOR:

GASOLINE AND DIESEL FUELS FOR MIAMI-DADE COUNTY

FIRM NAME: _____

GROUP I GASOLINE AND / OR ZONES TRANSPORT DELIVERIES:

Zone A North of Flagler Street to Dade County Northern Boundary Line
..... **Fixed Fee**

Zone B Between South of Flagler Street to North of Coral Reef Drive
(S.W. 152nd Street)
..... **Fixed Fee**

Zone C South of Coral Reef Drive (S.W. 152nd Street) to Dade County
Southern Boundary Line.
..... **Fixed Fee**

Aggregate fixed service fee (adder) total for zones A, B and C group I _____

GROUP II GASOLINE AND /OR DIESEL ZONES TANKWAGON DELIVERIES:

Zone A North of Flagler Street to Dade County Northern Boundary Line
..... **Fixed Fee**

Zone B Between South of Flagler Street to North of Coral Reef Drive
(S.W. 152nd Street)
..... **Fixed Fee**

Zone C South of Coral Reef Drive (S.W. 152nd Street) to Dade County
Southern Boundary Line.
..... **Fixed Fee**

Aggregate fixed service fee (adder) total for zones A, B and C group II _____

GROUP IIIA ON-SITE (PORT EVERGLADES) STORAGE FACILITY FOR LEASE /RENT

Storage facility capacity _____ month lease/rent _____per month

GROUP IIIB OFF-SITE STORAGE FACILITY FOR LEASE /RENT

Storage facility capacity _____ month lease/rent _____per month

**SECTION 4
BID SUBMITTAL FOR:**

GASOLINE AND DIESEL FUELS FOR MIAMI-DADE COUNTY

ACKNOWLEDGEMENT OF ADDENDA

INSTRUCTIONS: COMPLETE PART I OR PART II, WHICHEVER APPLIES

PART I:

LIST BELOW ARE THE DATES OF ISSUE FOR EACH ADDENDUM RECEIVED IN
CONNECTION WITH THIS BID

Addendum #1, Dated _____

Addendum #2, Dated _____

Addendum #3, Dated _____

Addendum #4, Dated _____

Addendum #5, Dated _____

Addendum #6, Dated _____

Addendum #7, Dated _____

Addendum #8, Dated _____

PART II:

☐ NO ADDENDUM WAS RECEIVED IN CONNECTION WITH THIS BID

FIRM NAME: _____

AUTHORIZED SIGNATURE: _____ **DATE:** _____

TITLE OF OFFICER: _____



BID SUBMITTAL FORM

.Bid Title: GASOLINE AND DIESEL FUELS FOR MIAMI-DADE COUNTY

By signing this Bid Submittal Form the Bidder certifies that it satisfies all legal requirements (as an entity) to do business with the County, including all Conflict of Interest and Code of Ethics provisions in Section 2-11 of the Miami-Dade County Code. Any County employee or member of his or her immediate family seeking to contract with the County shall seek a conflict of interest opinion from the Miami-Dade County Ethics Commission prior to submittal of a Bid response or application of any type to contract with the County by the employee or his or her immediate family and file a copy of that request for opinion and any opinion or waiver from the Board of County Commissioners with the Clerk of the Board. The affected employee shall file with the Clerk of the Board a statement in a form satisfactory to the Clerk disclosing the employee's interest or the interest of his or her immediate family in the proposed contract and the nature of the intended contract at the same time as or before submitting a Bid, response, or application of any type to contract with the County. Also a copy of the request for a conflict of interest opinion from the Ethics Commission and any corresponding opinion, or any waiver issued by the Board of County Commissioners, must be submitted with the response to the solicitation.

In accordance with Sec. 2-11.1(s) of the County Code as amended, prior to conducting any lobbying **regarding this solicitation, the Bidder must file the appropriate form with the Clerk of the Board stating that a particular lobbyist is authorized to represent the Bidder.** Failure to file the appropriate form in relation to each solicitation may be considered as evidence that the Bidder is not a responsible contractor.

The Bidder confirms that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a Bid for the same goods and/or services and in all respects is without collusion, and that the Bidder will accept any resultant award. Further, the undersigned acknowledges that award of a contract is contingent upon vendor registration. Failure to register as a vendor within the specified time may result in your firm not being considered for award.

Pursuant to Section 2-8.6, any individual, corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten (10) years shall disclose this information prior to entering into a contract with or receiving funding from the County.

☐ **Place a check mark here to affirm compliance with this disclosure requirement.**

COUNTY USER ACCESS PROGRAM (UAP): Joint purchase and entity revenue sharing program

For the County's information, the bidder is requested to indicate, at 'A' and 'B' below, its general interest in participating in the Joint Purchase Program of the County User Access Program (UAP) described in Section 2.21 of this contract solicitation, if that section is present in this solicitation document. Vendor participation in the Joint Purchase portion of the UAP is **voluntary**, and the bidder's expression of general interest at 'A' and 'B' below is for the County's information only and **shall not be binding** on the bidder.

A. If awarded this County contract, would you be interest in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **within** the geographical boundaries of Miami-Dade County?

Yes _____ No _____
and

B. If awarded this County contract, would you be interested in participating in the Joint Purchase portion of the UAP with respect to other governmental, quasi-governmental or not-for-profit entities located **outside** the geographical boundaries of Miami-Dade County?

Yes _____ No _____

LOCAL PREFERENCE CERTIFICATION: The responding vendor hereby attests, **by checking one of the following blocks**, that it is ☐, or is not ☐, a local business. For the purpose of this certification, a "local business" is a business located within the limits of Miami-Dade County (or Broward County in accordance with the Interlocal Agreement between the two counties) that conforms with the provisions of Section 1.10 of the General Terms and Conditions of this solicitation and contributes to the economic development of the community in a verifiable and measurable way. This may include, but not be limited to, the retention and expansion of employment opportunities and the support and increase to the County's tax base. **Failure to complete this certification at this time (by checking the appropriate box above) shall render the vendor ineligible for Local Preference.**

Firm Name: _____

Street Address: _____

Mailing Address (if different): _____

Telephone No. _____

Fax No. _____

Email Address: _____

FEIN No. ____/____-____/____/____/____/____

Prompt Payment Terms: ____% ____ days net ____ days
(Please see paragraph 1.2 H of General Terms and Conditions)

"By signing this document the bidder agrees to all Terms and Conditions of this Solicitation and the resulting Contract"

Signature: _____

(Signature of authorized agent)

Print Name: _____ Title: _____

Failure to sign this page shall render your Bid non-responsive.



APPENDIX
AFFIDAVITS
FORMAL BIDS

MIAMI-DADE COUNTY BID AFFIDAVITS

▪ **DISABILITY NONDISCRIMINATION AFFIDAVIT**
(Resolution R-385-95)

I, being duly first sworn, state that this firm, corporation, or organization is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor under this contract complies with all applicable requirements of the laws listed below including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended 49 U.S.C. Section 1612

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631

▪ **MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT**
(Ordinance 93-129) See Section 1 (1.3H)

I, being duly first sworn, upon oath deposes and says that the bidder of this contract or his agents, officers, principals, stockholders, subcontractors or their affiliates are not debarred by Miami-Dade County.

▪ **MIAMI-DADE COUNTY COLLECTION OF TAXES,
FEES AND PARKING TICKETS AFFIDAVIT**
(Ordinance 95-178) Section 1 (1.3 E)

I, being first duly sworn state that in compliance with the procedures contained in Section 2-8.1(c) of the Code of Miami-Dade County, and as amended by Ordinance 95-178, this firm hereby certifies that the foregoing statements are true and correct.

That all delinquent and currently due fees or taxes (including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and occupational license taxes) collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

▪ **AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES
ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO
MIAMI-DADE COUNTY (Ordinance 99-162) See Section 1 (1.3 N)**

I, being first duly sworn state that in compliance with County Ordinance 99-162, the bidder is not in arrears in any payment under a contract, promissory note or other loan document with the County, or any of its agencies or instrumentalities, including the Public Health Trust (hereinafter referred to as "County"), either directly or indirectly through a firm, corporation, partnership or joint venture in which the individual or entity has a controlling financial interest as that term is defined in Section 2-11.1(b)(8) of the County Code.



THIS IS NOT AN ADVERTISEMENT

▪ **MIAMI-DADE COUNTY DOMESTIC VIOLENCE LEAVE
AFFIDAVIT (Ordinance 99-5 & Resolution R-185-00)**

That in compliance with Ordinance No 99-5, Resolution No. R-185-00 and the Code of Miami-Dade County, Florida, the following information is provided and is in compliance with all items in the aforementioned legislation. As an employer having, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year, do hereby certify to be in compliance with the Domestic Leave Ordinance, codified at 11A-60 et. Seq., of the Miami-Dade-County Code, and that the obligation to provide domestic violence leave to employees shall be a contractual obligation.

**BY SIGNING AND NOTARIZING THIS PAGE YOU ARE ATTESTING
TO AFFIDAVITS ON PAGES 1 AND 2**

MIAMI-DADE COUNTY AFFIDAVITS SIGNATURE PAGE

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary Serial Number

Print or Stamp Name of Notary Expiration Date

Notary Public – State of _____

Notary Seal

THIS IS NOT AN ADVERTISEMENT

LIVING WAGE AFFIDAVIT
(County Ordinance 99-44)

I, being first duly sworn hereby state and certify that in compliance with County Ordinance 99-44 and Section 2-8.9 of the Miami-Dade County Code, by accepting award of this contract, the bidder or proposer agrees to pay the living wage required by County Ordinance 99-44 to all employees assigned to this contract. The bidder or proposer further understands that the current living wage applied to this contract is \$9.44 per hour plus health benefits as described in the ordinance, or \$10.81 per hour without health benefits. The Living Wage required by Ordinance 99-44 is subject to indexing as set-forth in Section "C" (Indexing).

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

_____/_____-_____/_____/_____/_____/_____/_____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal



THIS IS NOT AN ADVERTISEMENT

AFFIRMATIVE ACTION PLAN/PROCUREMENT POLICY AFFIDAVIT
(Code of Miami-Dade County Section 2-8.1.5) (Ordinance No. 98-30)

I, being duly first sworn, hereby state that the bidder of this contract:

- ☐ has a current Affirmative Action Plan and Procurement Policy, as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County Department of Business Development (DBD) under the file No. _____ and _____ the expiration date of _____.
- ☐ had annual gross revenues in excess of \$5,000,000.00 for the previous year and does not have a current Affirmative Action Plan and Procurement Policy as required by Section 2-8.1.5 of the Code of Miami-Dade County, processed and approved for filing with the Miami-Dade County DBD. I will contact DBD at 305-375-3111 regarding this requirement.
- ☐ had annual gross revenues less than \$5,000,000.00 for the previous year; therefore Section 2-8.1.5 of the Code of Miami-Dade County is not applicable. However, I will contact DBD at 305-375-3111 in order to submit the required affidavit and exemption request.

Witness: _____
Signature Signature

Witness: _____ By: _____
Signature Legal Name and Title

The foregoing instrument was acknowledged before me this _____ day of _____, 20 _____

FOR AN INDIVIDUAL ACTING IN HIS OWN RIGHT:

By: _____

FOR A CORPORATION, PARTNERSHIP OR JOINT VENTURE:

By: _____ having the title of _____

with _____.

☐ a _____ corporation ☐ partnership ☐ joint venture

PLEASE NOTE:

Section 2-10.4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37) requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with the County.

Section 2-8.1.5 of the Code of Miami-Dade County requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with the County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

For questions regarding these requirements, please contact the Miami-Dade County Department of Business Development at 305-375-3111.

THIS IS NOT AN ADVERTISEMENT

CODE OF BUSINESS ETHICS

Code of Miami-Dade County Section 2-8.1(i)

I, being duly sworn, hereby state and certify that this firm has adopted a Code of Business Ethics that is fully compliant with the requirements of Section 2-8.1(i) of the Code of Miami-Dade County as amended. I further acknowledge that failure to comply with the adopted Code of Business Ethics shall render any contract with Miami-Dade County voidable, and subject this firm to debarment from County work pursuant to Section 10-38(h)(2) of the Code of Miami-Dade County as amended. I further acknowledge that failure to submit this affidavit shall render this firm ineligible for contract award.

By: _____ 20 ____
Signature of Affiant Date

Printed Name of Affiant and Title

____/____-____/____/____/____/____/_____
Federal Employer Identification Number

Printed Name of Firm

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this _____ day of _____, 20____

He/She is personally known to me or has presented _____ as identification.
Type of identification

Signature of Notary

Serial Number

Print or Stamp Name of Notary

Expiration Date

Notary Public – State of _____

Notary Seal

FAIR SUBCONTRACTING PRACTICES

(Ordinance 97-35)

This image shows a single sheet of white paper with horizontal ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Signature

Date _____

MIAMI-DADE COUNTY THIS IS NOT AN ADVERTISEMENT

**SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)**

Firm Name of Prime Contractor/Respondent: _____

Bid No.: _____ **Title:** _____

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104 MUST be completed, signed and submitted by all bidders and respondents on County contracts for purchases of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all bidders and respondents on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. A bidder or respondent who is awarded the contract shall not change or substitute first tier subcontractors or direct suppliers or the portions of the contract work to be performed or materials to be supplied from those identified, except upon written approval of the County.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, MUST be completed, signed and submitted even though the bidder or proposer will not utilize subcontractors or suppliers on the contract. The bidder or proposer should enter the word "NONE" under the appropriate heading of sub form 100 in those instances where no subcontractors or suppliers will be used on the contract.

Business Name and Address of First Tier Subcontractor/Subconsultant	Principal Owner	Scope of Work to be Performed by Subcontractor/Subconsultant	(Principal Owner)	
			Gender	Race
Business Name and Address of Direct Supplier	Principal Owner	Supplies/Materials/Services to be Provided by Supplier	(Principal Owner)	
			Gender	Race

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate

Prime Contractor/Respondent's Signature	Print Name (Duplicate if additional space is needed)	Print Title	Date
_____	_____	_____	_____

FORM 100

**MIAMI-DADE COUNTY
CERTIFICATION OF RECYCLED
ENVIRONMENTALLY ACCEPTABLE PACKAGING
PRODUCT CONTENT
RESOLUTION (R-738-92)**



MINIMUM CERTIFIED CONTENT						
Bid Item Number	RECYCLED PRODUCTS		RECOVERED MATERIALS		RECYCABLE PRODUCTS	
	% Composition	Type of Material	% Composition	Type of Material	% Composition	Type of Material
DEFINITIONS						

“Recycled Material” shall be defined as any waste material or by-products that have been recovered or diverted from solid waste.

“Recycled Product” shall be defined as any product which is in whole or in part composed of recovered materials.

“Recyclable Product” shall be defined as the ability of a product and its packaging to be reused, reconditioned for use, or recycled through existing recycling collection programs.

“Waste Reducing Product” shall be defined as any product which will result in less waste generated due to its use rather than another product designed to serve the same function with a greater waste generation rate. This shall include, but not limited to those products that can be reused, refilled or have a longer life expectancy and contain a lesser amount of toxic constituents.

I have the knowledge to certify and do so by certify that the Minimum Materials Content in our product(s) are as specified on this form and conform with the definitions as shown above.

NAME		
ADDRESS		
CITY	STATE	ZIP
SIGNATURE	TITLE	